

AGREEMENT BETWEEN

THE

CITY OF HACKENSACK



AND

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS - LOCAL 1158
PUBLIC SAFETY TELECOMMUNICATORS

January 1, 2009 through December 31, 2011

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PREAMBLE

ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES

1.1 GENERAL

In order to increase general efficiency within the Communications Department, and specifically the Public Safety Telecommunicators Unit; to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, well-being, and sincerity of the Department, the City and the Union hereby agree as follows:

1.2 PUBLIC EMPLOYEES

The Union and the individual members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

ARTICLE 2 – RECOGNITION

2.1 The City of Hackensack hereby recognizes the I. B. E. W., Local 1158, as the sole and exclusive representative of all Public Safety Telecommunicators employed by the City as identified on the PERC Certification of Representative, Docket No. RO-94-

153, dated August 15, 1994, excluding the fire fighters, police officers, office clericals, supervisors within the meaning of the Act, managerial executives, confidential employees and all other employees.

ARTICLE 3 – PROBATION PERIOD

3.1 All employees shall serve a probationary period of twelve (12) months and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be certified as permanent employees upon certification by the New Jersey Civil Service Commission. The probationary period shall be considered part of the seniority time.

ARTICLE 4 – VACANCIES AND PROMOTIONS

4.1 All vacancies, when they occur, shall be dealt with according to the Rules and Regulations of the New Jersey Civil Service Commission.

ARTICLE 5 - SALARIES

5.1 The base salaries for employees covered by this Agreement shall be as set forth in Appendix A.

5.2A Effective January 1, 2003, the Fire Chief may assign one (1) PST to act as "PST Coordinator" who shall be assigned various additional duties, responsibilities and functions relative to the activities of the PST unit. The assignment or replacement of the "PST Coordinator" at any time shall be at the sole discretion of the Fire Chief.

5.2B Effective January 1, 2010, the Police Chief may assign one (1) PST to act as "PST Coordinator" who shall be assigned various additional duties, responsibilities and

functions relative to the activities of the PST unit. The assignment or replacement of the "PST Coordinator" at any time shall be at the sole discretion of the Police Chief.

5.2C The "PST Coordinator" shall receive an annual stipend as indicated below payable in December and pro-rated based upon the number of full months so assigned.

<u>Assigned</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
PST Coordinator	\$2,000	\$2,000	\$2,000

5.3 Wages

Steps 1 through 6 are the salaries listed in the 2008 column of Appendix A in the 2002 through 2008 collective bargaining agreement and are the base salaries for the term of this agreement. Increases are either added to the maximum salary, Step 6, or if eligible, employees receive one incremental step up the 2008 column.

Employees in payroll at the execution of this agreement are eligible for retroactive pay.

2009: Effective January 1, 2009:

- a) 2% increase retroactive to January 1, 2009 for all employees at maximum Step 6 on the 2008 guide.
- b) All employees on guide will move one step up in the guide toward Step 6 in the 2008 guide.

2010: Effective January 1, 2010:

- a) 2% increase retroactive to January 1, 2010 added to the improved 2009 maximum base salary for employees at maximum;
- b) All employees on guide will move up the 2008 guide toward Step 6 on the 2008 guide.

2011: Effective January 1, 2011:

- a) \$1,000 increase added to the improved 2010 maximum base salary for employees at maximum;
- b) All employees on guide will move one step up the 2008 guide toward Step 6 on the 2008 guide.

ARTICLE 6 – LONGEVITY

6.1 In addition to the salary ranges indicated, each employee will receive longevity pay of two (2%) percent for each four (4) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each four (4) years service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added two (2%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as a result of a change in base salary for promotion, increment, wage increase or new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employee was last employed on a full-time basis by the City. Leaves of absence without pay, with the exception of employees on official leave of absence due to military duty, will not be considered in determining the length of service.

6.2 Effective July 1, 2002, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit. The longevity pay for unit members hired before July 1, 2002, will remain as set forth in Article 6.1.

ARTICLE 7 – UNIFORMS AND ALLOWANCE

7.1 Each employee shall wear the prescribed uniform while on duty.

7.2 The City shall supply to each new employee his/her initial uniform, which shall include:

1 pair of pants
2 shirts (1 long and 1 short sleeve)
2 sleeve patches
1 neck tie
1 badge

7.3 Employees who fail to complete six (6) months of continuous employment shall reimburse the City for the cost of their initial uniform.

7.4 Each employee shall receive an annual uniform allowance as set forth below, pro-rated upon the number of “full months” of employment in that calendar year, payable each December.

<u>2009</u>	<u>2010</u>	<u>2011</u>
\$300	\$300	\$300

7.5 The prescribed uniform or any part there of shall not be worn while off duty except for ceremonial purposes.

ARTICLE 8 - EDUCATION

8.1 Each employee shall be required to obtain and maintain any mandated certifications as a condition of continued employment. Failure to obtain/maintain said certifications will be accepted as notice of employment resignation.

8.2 The City shall reimburse each employee for his/her cost of tuition and books, when approved in advance and upon presentation of successful course completion.

8.3 Within the first three (3) months of employment each employee must, as a condition of continued employment, obtain a (1) **Emergency Medical Dispatch (EMD) Certification** issued by the Associated Public Communications Officials – International, Inc. (APCO) and a (2) **Terminal Operator Certification** issued by the Criminal Justice Information System (CJIS), unless extended by the City Manager. Failure to obtain said certifications will be accepted as employment resignation.

8.4 Training, testing and certification for the **Terminal Operator Certification** shall be under the direction of the Terminal Agency Coordinator (TAC); which function is assigned to the Police Department.

8.5 A Public Safety Telecommunicator shall be recognized as a certified operator upon obtaining the certifications identified in 8.3 above plus three (3) months of creditable service with the City as a Public Safety Telecommunicator.

ARTICLE 9 – HOURS OF DUTY (EFFECTIVE 01-01-96)

The hours of duty may vary depending upon temporary departmental assignment as follows:

9.1 **Police Department** – The daily tours of duty shall be established by the Police Chief or his designee so that each Public Safety Telecommunicator or Trainee works a 40-hour workweek.

9.2 Fire Department – Effective January 1, 1996 the daily tours of duty shall be established by the Fire Chief. Public Safety Telecommunicators temporarily assigned to the Fire Department may, after a training period, be required to work a schedule known as a 10 hour tour of duty and 14 hour tour of duty, which will average 42 hours per week over an eight (8) week cycle.

9.3 Communications Department – At a future date the City may consolidate the Police and Fire Communications function into a separate and distinct area, at which time the work schedule for all Public Safety Telecommunicators may be adjusted.

ARTICLE 10A – OVERTIME – POLICE DEPARTMENT ASSIGNMENT –
(EFFECTIVE JANUARY 1, 1996)

10A.1 The workweek for Public Safety Telecommunicators assigned to the Police Department shall commence at 0001 hours on Sunday and end at 2400 hours on the following Saturday.

10A.2 Public Safety Telecommunicators assigned to the Police Department shall work a 40-hour workweek and shall receive overtime at the time and one-half (1-1/2) rate for all hours worked in excess of 40 hours per workweek.

10A.3 For the purposes of computing premium time, absences due to use of sick days, vacation days, I. O. D., personal day, funeral leave or other paid leave shall be considered as days worked; however not to the extent that such would generate overtime credit for the days absent.

ARTICLE 10B – OVERTIME – FIRE DEPARTMENT ASSIGNMENT –
(EFFECTIVE JANUARY 1, 1996)

10B.1 The workweek for Public Safety Telecommunicators assigned to the Fire Department shall commence at 0001 hours on Sunday and end at 2400 hours on the following Saturday.

10B.2 Public Safety Telecommunicators assigned to the Fire Department will, after a training period, be required to work a schedule composed of 10-hour and 14-hour tours of duty, which will average 42 hours per week over an eight (8) week cycle. During this eight (8) week cycle an employee will work three (3) 48-hour workweeks, one (1) 42-hour workweek, one (1) 40-hour workweek, two (2) 38-hour workweeks and one (1) 34-hour workweek.

10B.3 In accordance with Title 29, Part 778 of the Code of Federal Regulations, U. S. Department of Labor, Employment Standards Administration, Wage and Hour Division and more specifically 778.114 “Fixed salary for fluctuating hours” and 541.118 “salary basis”, Public Safety Telecommunicators assigned to the Fire Department to work the 10 and 14 hour tours shall be considered to be “employed on a salary basis” within the meaning of the Federal Regulations noted herein.

10B.4 In accordance with the Federal Regulations noted above a Public Safety Telecommunicator shall be paid a bi-weekly salary, equal to 1/26 of his/her annual salary, for each pay period worked, plus he/she shall receive pay at the half (1/2) time rate for all scheduled hours worked in excess of 40 in a standard workweek, exclusive of emergency overtime. Computation of the (1/2) time rate per Federal Regulations

shall be the employee's weekly salary divided by hours worked that week, which produces the straight time rate, which is then divided by 2 to produce the half (1/2) time rate.

10B.5 Each Public Safety Telecommunicator shall be paid at the rate of time and one-half (1-1/2) for all hours worked in excess of the assigned tour of duty for emergency overtime.

10B.6 For the purposes of computing premium time, absences due to the use of sick days, vacation days, I. O. D., personal day, funeral leave or other paid leave shall be considered as days worked; however not to the extent that such would generate overtime credit for the days absent.

10B.7 An employee absent on a 14 hour tour of duty which is chargeable to a paid leave day (i.e., sick, vacation, I. O. D., personal day, funeral leave, etc.) shall not earn overtime pay for the four (4) hours. The employee shall earn ten hours credit for this day. (Example: employee on vacation during a 48 hour scheduled workweek would not receive overtime pay for the 8 hours in that scheduled workweek.)

10B.8 The use of mutual exchanges of work tours shall not generate any more overtime than would have been earned had the mutual exchange not occurred.

**ARTICLE 10C – COMPENSATORY TIME – POLICE OR FIRE
DEPARTMENT (EFFECTIVE JANUARY 1, 1999)**

10C.1 Members, with prior approval of the Chief, may elect to receive compensatory time off in lieu of overtime payment. Such compensatory time shall be granted equal to that of the applicable overtime rate of pay, i. e., one (1) hour of overtime equals one

and one-half (1.5) hours compensatory time off. Such compensation shall apply to all duties, assignments and details within the scope of the work performed by unit members.

10C.2 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option is exercised such payment may not reduce the amount of an individual below the total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such time exists at the time the final payment is to be made.

10C.3 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

ARTICLE 11 – VACATION LEAVE

11.1 Vacation leave shall be in accordance with the following schedule if assigned to work an eight (8) hour tour of duty.

<u>Years of Service Completed By December 31</u>	<u>Vacation Days Earned</u>
First Year	1 day per full month
1 – 2	12
3 – 4	13
5 – 9	14
10 – 14	16
15 – 19	18
20 – 24	21
25 – 29	23
30+	26

11.2 Vacation leave shall be in accordance with the following schedule if assigned to work a 10 and 14 hour tour of duty (Fire Department schedule):

Years of Service Completed <u>By December 31</u>	Vacation Days <u>Earned</u>
1 – 4	10
5 – 9	12
10 – 14	14
15 – 19	16
20+	19

11.3 The scheduling of vacation days shall be determined by the applicable Department Head.

11.4 Vacation leave must be earned before it can be taken. Vacation leave earned in one year can only be taken before December 31st of the subsequent year or forfeited. A newly hired employee may request and receive up to five (5) vacation days with pay during his first calendar year of employment with specific approval of the City Manager. Any vacation leave so utilized will be charged against the employee's total vacation leave accrual.

11.5 An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given.

11.6 If an employee is on a leave of absence without pay for more than two weeks in any month, he does not earn vacation leave for that month, except in the case of military leave with pay.

11.7 An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his length of service and regular work schedule.

11.8 When an employee is permanently transferred, or temporarily reassigned for a period of greater than one (1) month, to another location with a different tour of duty (Police or Fire), his/her vacation days, both available for use or earned and not credited, shall be adjusted to the rate of vacation entitlement in the location (Police or Fire) where the employee is transferred. One (1) vacation day in Fire shall equal one-and-one-half (1.5) vacation days in Police and vice-versa.

ARTICLE 12 – HOLIDAY PAY

12.1 The City agrees to pay each operator for eleven (11) holidays. Payment shall be made in a lump sum in December and computed as follows:

<u>Total Annual Salary</u>	
260	X 11 days.

12.2 It is understood that in those cases wherein an operator serves for less than a full calendar year, he shall receive only a pro-rata amount of his holiday pay.

12.3 If an Operator dies while actively employed, his estate shall receive payment for his pro-rata earned holiday pay benefit as outlined above.

12.4 Operators while on sick leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of holiday pay for each thirty (30) day period of absence. Holiday pay shall not be pro-rated if an Operator is on Injury Leave.

ARTICLE 13 – INJURY LEAVE

13.1 Whenever an employee subject to this Contract is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay, at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one year commencing with the date of such injury, or until such time as he has been accepted for retirement by the Public Employees Retirement Pension System. Any payments of temporary disability insurance by the City or its Workers' Compensation Insurance Carrier shall be credited toward the full pay set forth above. If illness continues beyond one (1) year, he shall be paid on the basis of his accumulated Sick Leave.

13.2 Injury leave shall be granted provided the employee:

- a) Presents evidence that he is unable to work, in the form of a certificate from a reputable physician forwarded to the Department Head within forty-eight (48) hours of the injury.
- b) Reports when requested, for an examination by a physician appointed by the City.

13.3 An employee on injury leave, must be available to be contacted during the hours which constitute his normal daily work schedule. Failure to be available will subject the employee to disciplinary action.

13.4 All injury leaves shall terminate when the physician appointed by the City reports in writing that the employee is fit for duty.

13.5 An employee will be removed from injury leave and charged sick leave:

- a) If the employee fails to report for a scheduled doctor's appointment.
- b) If in the opinion of the attending physician the employee is able to return to light duty and fails to do so.

13.6 In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the City or its insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of Worker's Compensation or the final decision of the last reviewing court shall be binding upon the parties.

ARTICLE 14 – SICK LEAVE/RETIREMENT LEAVE

14.1 Sick Leave days with pay shall accrue on the basis of one working day per full calendar month worked during the remainder of the first calendar year of employment after initial appointment and 1-1/4 working days per month thereafter. Sick leave must be earned before it can be used.

14.2 Sick Leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on any leave without pay.

14.3 A person absent because of sickness for more than one (1) day will be required to submit a licensed doctor's certificate.

14.4 Sick leave with pay will not be allowed under the following conditions:

1. If the employee, when under medical care, fails to carry out the order of the attending physician.
2. If, in the opinion of the City physician, the employee is ill or disabled because of self-inflicted wounds, intoxication or the use of habit forming drugs.
3. Sick leave shall not be allowed for such things as ordinary dental care or for non-medical professional services.
4. More than one (1) work day sick without a doctor's certification.

14.5 Upon retirement, after twenty-five (25) years of service in the employ of the City, or upon disability retirement, an employee shall receive as terminal leave seventy-five percent (75%) of salary of the accumulated Sick Leave. The maximum amount to which any such employee shall be entitled under the provisions of this paragraph shall not exceed fifty percent (50%) of final annual salary as defined below.

14.6 If an employee dies while actively employed, his estate shall receive the applicable retirement leave benefit outlined above.

14.7 On retirement, as defined above, the accumulated Sick Leave payment shall be computed at 1/260th of the final annual salary. For purposes of computation, final annual salary shall be the base salary plus longevity pay.

14.8 A retiring employee shall be permitted to take the lump sum retirement benefit in up to three installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter; however, not over a period in excess of eighteen (18) months from separation from service.

ARTICLE 15 – DENTAL INSURANCE

15.1 The City and the members of the Local shall provide a Dental Benefit Insurance Program during the term of this Agreement sponsored by Delta Dental Insurance, together with orthodontic coverage not to exceed \$800 per year per patient, subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro rata for mid-year employees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future bi-annual enrollment, however, re- enrollment at a later date during continuous employment with the City will be denied.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided, however, that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and receives a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bona fide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child.)
- g) All enrollees shall pay their share of the monthly premium via payroll deductions, which shall be withheld and paid one month in advance of coverage.

Article 16 – Health Benefit Insurance Program

16.1 Effective April 1, 2003, all active Union members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to April 1, 2003 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

*Eligible retiree shall be any Union member who has 25 years service credit with the City and has been accepted by the PERS as a retiree subsequent to April 1, 2003 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement. The 25-year pension credit is waived for disability retirees.

<u>EMPLOYEE</u>	<u>SPOUSE</u>		<u>ELIGIBLE DEPENDENT</u>	
<u>Employee Status</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>	<u>Covered</u>	<u>BC/BS(1) Deductible</u>
Active (2)	Yes	250	Yes	250
Retiree - Medicare Ineligible (2)	Yes	250	Yes	250
Retiree - Medicare Eligible (3)	Yes	250	Yes	750

(1) Not applicable if covered by a P.O.S.

(2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).

(3) BC/BS only. P.O.S. coverage not provided.

16.2 Association members who retired prior to April 1, 2003 shall continue to receive the benefits provided by the applicable contract when they retired.

16.3 A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his/her current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

16.4 All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.

16.5 All Retirees (retired after April 1, 2003) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.

16.6 The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, P.O.S. coverage is not available to Medicare eligible retirees or spouse.

16.7 The City and the Union agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Union members who retired subsequent to April 1, 2003.

16.8 Prescriptions: Effective January 1, 2011, the prescription co-pay is as follows:

<u>Supply</u>	<u>Name Brand</u>	<u>Generic</u>	<u>Mail Order</u>
30 days	\$15.00	\$10.00	\$5.00
90 days	\$30.00	\$20.00	\$10.00

16.9A All employees in the unit will contribute 1.5% of their salary to the cost of health care, pursuant to legislation, effective May 21, 2010.

16.9B Each employee or retiree is responsible to notify the City Manager immediately of any qualifying events regarding the group medical and dental plans. A qualifying event is:

- 1) Marriage;
- 2) Divorce;
- 3) Birth;
- 4) Death;
- 5) Emancipation of Dependent;
- 6) Adoption
- 7) 65th Birthday

Failure to immediately notify the City Manager will subject the employee or retiree to loss of coverage and/or liability for costs incurred.

ARTICLE 17 – PERSONAL DAY

17.1 Each January 1, one (1) Personal Day off with pay shall be granted to all Public Safety Telecommunicators to be used within that calendar year only or forfeited.

17.2 This Personal Day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Department Head. This day shall not be used before or after a scheduled vacation period. This requirement may be waived by the Department Head to facilitate manpower scheduling.

17.3 A Public Safety Telecommunicator or Trainee shall be eligible for this benefit only upon completion of three (3) months of active employment.

ARTICLE 18 – FUNERAL LEAVE

18.1 Three (3) working days in the event of a death occurring in the immediate family (spouse, child, stepchild, parent, stepparent, brother, sister, grandparents or grandchildren).

18.2 Two (2) working days for mother-in-law, father-in-law, brother-in-law or sister-in-law.

18.3 All funeral leave must be used within seven (7) days of the funeral.

18.4 An employee may use Sick Leave to expand the Funeral Leave with the prior permission of the Chief or his designee.

ARTICLE 19 – RULES AND REGULATIONS

19.1 All Public Safety Telecommunicators or Trainees shall be governed by the Rules and Regulations established for the Department to which the employee is assigned.

ARTICLE 20 – OTHER BENEFITS

20.1 Please contact your Department Head if you desire information regarding the following benefits:

- a) Credit Union
- b) Deferred Compensation Plan
- c) Disability Insurance under Cafeteria Plan
- d) Leave of Absence Without Pay

ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A “grievance” shall be any difference of opinion controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this agreement.

21.2 A grievance must be initiated by the employee within ten (10) working days from the time the employee knew or should have known of its occurrence.

21.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the Union to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

21.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

STEP ONE:

21.5 The grievance shall be discussed by the employee involved and the Union representative with the immediate supervisor designated by the City. The answer by the said supervisor shall be in writing and shall be rendered to the Union within three (3) days of the close of the said discussion.

STEP TWO:

21.6 If the grievance is not settled by Step One, within five (5) working days of receipt of the answer at Step One, the grievance shall be reduced to writing by the Union and submitted to the Department Head, or any person designated by him, and the answer to such grievance by the said Department Head shall be in writing and shall be rendered to the Union and the individual employee within five (5) days of submission.

STEP THREE:

21.7 If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer to such grievance by the said City Manager shall be rendered to the individual employee and the Union within seven (7) days of submission.

STEP FOUR:

21.8 If the grievance is not settled by Step Three, the individual employee or the Union shall have the right within five (5) working days of receipt of the answer at Step Three, to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the

Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have power to hear the dispute and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall bear its own costs, but the cost of the arbitrator shall be borne by the parties, based upon PERC filing date of the charge according to the following:

PARTY

Unsuccessful	70%
Successful	30%

WORK STOPPAGES:

21.9 Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Union agrees that it will not engage in, encourage, sanction or suggest strikes, slow-down, mass resignations, mass absenteeism or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of this City's facilities, so long as these procedures have not been violated.

21.10 Nothing contained herein shall be deemed to diminish or modify any rights or remedies of any of the parties as contained in any laws or statutes or any regulations promulgated by a governmental agency.

ARTICLE 22 – STATEMENT OF ACCUMULATION

22.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the employee.

ARTICLE 23 – WORKING RULES

23.1 This Agreement is not to conflict with the rules and regulations governing the City, or specifications of the New Jersey Civil Service Commission. New Jersey Civil Service Commission specifications shall prevail for all positions.

ARTICLE 24 – DUES DEDUCTIONS/AGENCY SHOP

24.1 The City shall deduct Union dues in accordance with State Statutes.

24.2 Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in the amount equal to eighty-five (85%) percent of the regular Union membership dues, fees, and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, **provided** that no modification is made in this provision by a successor agreement between the Union and the employer.

24.3 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

ARTICLE 25 – MANAGEMENT RIGHTS

25.1 Management Rights

- a. The Union recognizes that the City may not, by agreement, delegate authority and responsibility, which by law are imposed upon and lodged with the City.
- b. The City reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Civil Service Commission to do the following:
 1. To direct employees of the City.
 2. To hire, assign, promote, transfer and retain employees covered by this Agreement with the City or to suspend, demote, discharge, or take disciplinary action against employees.
 3. To make work assignments, work and shift schedules, including overtime assignments.
 4. To relieve employees from duties because of lack of work or other legitimate reasons.
 5. To maintain the efficiency of the City operations entrusted to them.
 6. To determine the methods, means and personnel by which such operations are to be conducted.

ARTICLE 26 – UNION ACTIVITIES

26.1 The Shop Steward or his designated representative shall be given time off with pay for attendance at unfair practice proceedings and for the processing of grievances, including arbitration. The Shop Steward and the negotiating *committee shall be given time off with pay for collective bargaining meetings, inclusive of arbitration, provided that this time off is with the Department Head's permission and does not adversely affect the safe and efficient delivery of emergency services.

*Two (2) Public Safety Telecommunicators

ARTICLE 27 – SEVERABILITY AND SAVINGS

27.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 28 – PERSONNEL FILES

28.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Department Head, and may be used for evaluation purposes.

28.2 Upon advance notice at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Department Head or his designated representative at times mutually convenient.

28.3 Whenever a written complaint concerning a Public Safety Telecommunicator or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

28.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

ARTICLE 29 - MISCELLANEOUS

29.1 The City recognizes the principle that the Union and the City are equal partners and have equal rights in the collective bargaining process. The City agrees not to discriminate against anyone because of its activities on behalf of the Union.

ARTICLE 30 – LEAVE OF ABSENCE

30.1 The City Manager may grant permanent employees a leave of absence without pay for a period not to exceed one (1) year. A leave may be extended beyond one (1) year for exceptional circumstances upon the request of the City Manager and approval of the New Jersey Civil Service Commission.

30.2 An employee shall not accrue credit for vacation days, sick days, longevity pay, holiday pay, annual stipends or any other allowances, during a leave of absence without pay or during a suspension.

30.3 A leave of absence shall not disqualify an applicant for a promotional examination.

30.4 Prior to commencing the Leave of Absence, an employee should discuss with his/her department head the status of his/her medical, dental and/or disability insurance and pension while on a Leave of Absence.

ARTICLE 31 – RECALL

31.1 When recalled, Public Safety Telecommunicators shall be guaranteed a minimum of two (2) hours work at the time and one-half rate. The Chief can require any individual to work during this time.

ARTICLE 32 - DURATION

32.1 Except as this Agreement shall otherwise provide, it shall become effective upon passage by the City Council of the City of Hackensack and shall commence January 1, 2009 and continue in effect until December 31, 2011. This Agreement shall continue in full force and effect until superseded by another Agreement provided both sides mutually agree.

32.2 This Agreement contains the full and entire understanding of the parties in its full and final settlement of all wages and terms and conditions of employment.

32.3 The parties agree that the Union shall be supplied with a reasonable number of copies of this Agreement.

HACKENSACK PUBLIC SAFETY
TELECOMMUNICATORS,
I.B.E.W. - LOCAL 1158

John P. Moriarty
BUSINESS MANAGER

James J. Moriarty
ASST. BUSINESS MANAGER

James J. Moriarty
SHOP STEWARD

ATTEST:

John P. Moriarty

CITY OF HACKENSACK

Karen K. Mayo
MAYOR

Debra Heck
CITY CLERK

John P. Mayo
CITY MANAGER

ATTEST:

Rosemarie Mayo



EXHIBIT A

Base Salaries – Public Safety Telecommunicator

2009 through 2011 Guide

(Incremental movement is “up” the guide – Step 1 up to Step 6)

<u>Step</u>	<u>01-01-08</u>	<u>01-01-09</u>	<u>01-01-10</u>	<u>01-01-11</u>
6	50,268	50,268	50,268	50,268
5	45,391	45,391	45,391	45,391
4	40,511	40,511	40,511	40,511
3	35,633	35,633	35,633	35,633
2	30,757	30,757	30,757	30,757
1	25,878	25,878	25,878	25,878

Increase at Maximum – 2009 through 2011

	<u>01-01-08</u>	<u>01-01-09</u> <u>+ 2%</u>	<u>01-01-10</u> <u>+ 2%</u>	<u>01-01-11</u> <u>+ \$1,000</u>
Step 6	50,268	51,273	52,299	53,299

CITY OF HACKENSACK
RESOLUTION

NO. 308-10

OFFERED BY: TOWNES

SECONDED BY: LABROSSE

BE IT RESOLVED by the City Council of the City of Hackensack that City Manager Stephen Lo Iacono is hereby authorized and directed to execute a Memorandum of Agreement with IBEW Local 1158 to memorialize the modification of the existing collective bargaining agreement between the City and the Public Safety Telecommunicators.

Roll Call - Ayes: Labrosse, Townes, Meneses, Sasso

CERTIFIED TO BE A TRUE COPY OF THE RESOLUTION PASSED AT
THE CITY COUNCIL MEETING OF THE CITY OF HACKENSACK
HELD ON OCTOBER 5, 2010.

Debra Heck

DEBRA HECK, CITY CLERK